The insurance agent was also cashier of the insuring bank, the insurance company not being aware of this fact. Loss occurred to the property. *Held*, that the insurance company is liable. *Citizens' State Bank of Chautauqua* v. *Shawnee Fire Ins. Co.*, 137 Pac. 78 (Kan.).

It is not believed that the court's result or reasoning can be supported. *Greenwood Ice & Coal Co.* v. *Georgia Home Ins. Co.*, 72 Miss. 46, 17 So. 83. See 9 HARV. L. REV. 218. It is argued that there is nothing incompatible in the duties which the agent owed, in regard to this transaction, to his respective principals. If he served the plaintiff in an insignificant capacity, such as watchman, the result might be justified. *Northrup* v. *Germania Fire Ins. Co.*, 48 Wis. 420. But where he was simultaneously representative of the insurer and cashier of the insured, his dual interests would seem sufficiently antagonistic to invalidate the agreement at least as between the defendant and the bank. See 13 HARV. L. REV. 522, 27 HARV. L. REV. 282.

ATTORNEYS — ADMISSION TO THE BAR — ADMISSION OF WOMEN.— *Held*, that a woman is not eligible as a candidate for admission to the bar. *Bebb* v. *Law Society*, 50 W. N. (Eng.) 355 (High Ct. of Justice, Chan. Div.).

Some American courts, even without positive statutory enactment, have held women qualified to practice as attorneys. *In re Petition of Leach*, 134 Ind. 665, 34 N. E. 641. *In re Thomas*, 16 Colo. 441, 27 Pac. 707. Others have reached this result only after such enactments. ACTS AND RESOLVES, MASS. 1882, c. 139. *Robinson's Case*, 131 Mass. 376. A recent statute has granted to women the right to practice before the United States Supreme Court. U. S. COMP. STAT. 1901 (Suppl. 1911), Sec. 255. Thus American jurisdictions generally are committed to a view contrary to the unduly conservative stand taken by the English courts. See 8 HARV. L. REV. 174.

CARRIERS — DISCRIMINATION AND OVERCHARGE — INDUSTRIAL RAILWAYS. — *Held*, that the Interstate Commerce Commission is justified on the facts of this case in finding that an industrial railway, operating between the plant of its proprietary industries and the line carrier and serving other industries in addition, was a common carrier as to all others except its proprietary industry, and as to that it was a mere plant facility. *Crane Iron Works* v. *United States*, 209 Fed. 238.

Held, that it was an arbitrary exercise of power for the Interstate Commerce Commission to determine the nature of the service performed by an industrial railway merely by ascertaining whether or not the work was done for the proprietary industry. *Louisiana & P. Ry. Co.* v. *United States*, 209 Fed. 244.

The general situation of industrial railways and their effect upon the revenues of the public railroads is described in the *Industrial Railway Case*, 29 Inter. Com. Rep. 212. For a discussion of the principles involved in these three recent cases, see this issue of the REVIEW at page 580.

CARRIERS — LIMITATION OF LIABILITY — VALIDITY OF EXEMPTION FROM LIABILITY FOR NEGLIGENCE TO SLEEPING-CAR EMPLOYEES.— A porter on a Pullman car was killed by the negligence of the defendant railroad. Contracts between the porter and the Pullman company, and between that company and the defendant, exempted the latter from all liability for injury to the porter. His widow sues for his death. *Held*, that she may recover, the attempted exemption being against public policy. *Coleman* v. *Pennsylvania R. Co.*, 89 Atl. 87 (Pa.).

A common carrier, because of the disadvantageous position of the public and the danger of deterioration in service, cannot effectively contract against liability for negligence to a patron. *New York Central R. Co.* v. *Lockwood*, 17 Wall. (U. S.) 357. See 26 HARV. L. REV. 742. But in services beyond the

scope of its public duty, the carrier contracts as an ordinary member of society, and the general policy of freedom of contract prevails. *Wells* v. *Steam Navigation Co.*, 8 N. Y. 375. Accordingly, limitation of liability for negligence is effective if the transportation is purely gratuitous. *Kinney* v. *Central Railroad of New Jersey*, 34 N. J. L. 513; *Quimby* v. *Boston & Maine R. Co.*, 150 Mass. 365, 23 N. E. 205. The exemption is likewise valid against the employees of a news company or circus, which the railroad carries aside from its public undertaking. *Alexander* v. *Toronto & N. R. Co.*, 33 U. C. Q. B. 474; *Robertson* v. *Old Colony R. Co.*, 156 Mass. 525, 31 N. E. 650. *Cf. Poucher* v. *New York Central R. Co.*, 49 N. Y. 263. The established view has been that a railroad owes no public duty to dependent services such as express and sleeping-car lines. *Express Cases*, 117 U. S. 1; *Chicago, etc. R. Co.* v. *Pullman, etc. Co.*, 139 U. S. 79. *Contra*, *McDuffee* v. *Portland & R. R. Co.*, 52 N. H. 430. See 1 WYMAN, PUBLIC SERVICE CORPORATIONS, § 470 *et seq.* Consequently the authorities uphold contracts exempting the railroad from liability for negligence to express messengers. *Baltimore & O. S. W. Ry. Co.* v. *Voigt*, 176 U. S. 498; *Blank* v. *Illinois Central R. Co.* 182 Ill. 332, 55 N. E. 332. The same view prevails with respect to the employees of sleeping-car companies. *Chicago, R. I. & P. Ry. Co.* v. *Hamler*, 215 Ill. 525, 74 N. E. 705; *Russell* v. *Pittsburgh, C., C., & St. L. Ry. Co.*, 157 Ind. 305, 61 N. E. 678; *Denver & R. G. R. Co.* v. *Whan*, 39 Colo. 230, 89 Pac. 39. *Contra*, *Jones* v. *St. Louis, etc. R. Co.*, 125 Mo. 666, 28 S. W. 883. But a few authorities, including the principal case, take a different view, reasoning that the transportation of dependent services, once undertaken by the railroad, assumes the incidents of ordinary transportation. *Davis* v. *Chesapeake & O. R. Co.*, 122 Ky. 528, 92 S. W. 339. As to this particular incident, at least, the reasoning seems unsound. The validity of exemption from liability for negligence depends upon its relation to the interests of the traveling public. The law of public service is interested in giving them, and not all those with whom the carrier deals, an opportunity to contract on equal footing. Furthermore the danger that limitation of liability of dependent services will cause deterioration of service to the employees is so slight as to be negligible. Public policy, of course, would forbid a contract exempting the master from liability for negligence to his servant. *Johnston* v. *Fargo*, 184 N. Y. 379, 77 N. E. 388; *Lake Shore & M. S. R. Co.* v. *Spangler*, 44 Oh. St. 471. But it is well settled that employees of the Pullman company are not, for this purpose at least, servants of the railroad. *McDermon* v. *Southern Pacific R. Co.*, 122 Fed. 669; *Chicago*, R. I. & *P. Ry. Co.* v. *Hamler*, *supra*. The principal case, therefore, is difficult to support.

CHATTEL MORTGAGES — RIGHTS OF INTERVENING CREDITORS — NECESSITY OF CHANGE OF POSSESSION WHEN GOODS ARE IN HANDS OF PRIOR MORTGAGEE. — Chattels were mortgaged by the owner, and possession given to an agent of the mortgagee. Later a second mortgage was executed to the defendant, the agent of the prior mortgagee agreeing to hold possession for the defendant also. A statute required the recording of chattel mortgages or a change of possession. Neither mortgage was recorded. In an action by the trustee in bankruptcy of the owner, *held*, that the mortgage of the defendant was void. *Moffat* v. *Beeler*, 137 Pac. 963 (Kan.).

The primary purpose of statutes requiring record of chattel mortgages or a change of possession is to prevent the deception to creditors, caused by the retention of possession by the mortgagor. There is no such danger where the property to be mortgaged is already in the possession of a third party not an agent of the mortgagor. Accordingly it has been held that the necessary change of possession is accomplished by an agreement by the third party to hold possession as agent of the mortgagee. *Nash* v. *Ely*, 19 Wend. (N. Y.) 523; *Hodges* v. *Hurd*, 47 Ill. 363. The same rule prevails in the law of sales. *Pierce*